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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION TWO

JERRY BAILEY, Plaintiff and Appellant, v. LEONARD BECERRA et al., Defendants and Respondents.	E055380 (Super.Ct.No. RIC10009172) **OPINION**

APPEAL from the Superior Court of Riverside County. Edward D. Webster, Judge. Reversed.

Spile, Leff & Goor and DW Duke for Plaintiff and Appellant.

No appearance for Defendants and Respondents.

Plaintiff and appellant Jerry Bailey, a homeowner in a common interest development in Corona, sued his neighbors, defendants and respondents Leonard and Carmen Imelda Becerra, for an alleged violation of the development's recorded covenants, conditions, and restrictions ("CC&R's").[1]

[1] Technically, plaintiff and defendants live in different tracts of land subdivided by Centex homes. The CC&R's are separate for each tract, but each contains the same provision at issue here. There is no homeowners association.

Specifically, plaintiff claimed that defendants violated a provision of the recorded CC&R's entitled "Maintenance of Views." The provision states: "*In order to maintain views where they occur*, no owner shall make any addition to the house structure as built by Declarant that will interfere with the view of the neighbors to the side or rear. No arbors, outbuildings or other structures shall be erected or placed so as to disturb the views of the neighbors to the side or rear. *All trees, shrubs or the like shall be trimmed so as not to interfere with the view of the neighbors to the side or rear*." (Italics added.)

Plaintiff alleged that palm trees planted in defendants' back yard have grown to the point that they are interfering with his view. He sought to have the trees trimmed or removed so his view was maintained.

The trial court found the quoted provision of the CC&R's to be ambiguous and admitted parol evidence to aid in their interpretation. It concluded that the developer contemplated, when it planted trees, that they would inevitably grow and block views. Accordingly, the trial court awarded judgment to defendants.

Plaintiff appeals, contending the trial court erred in finding the provision ambiguous and in admitting parol evidence. We agree and reverse the judgment.

I

FACTS

Prior to trial, the parties stipulated that the parties own and reside at their specific homes and that "the Becerra Property is adjacent and to the rear of the Bailey Property; to wit, the back yard of the Becerra Property abuts to the back yard of the Bailey property."

Plaintiff testified that he was the original owner of his home and had lived there 15 years. The two properties are on a hillside so that plaintiff's back yard is approximately 24 feet above defendants' back yard. As a result, plaintiff has a panoramic view from his back yard. In plaintiff's opinion, his home and the adjoining properties were designed to have a view from the back yard. He bought the property primarily because of the view. He also removed a wrought iron fence along his back property line and installed a wall with glass panels to further improve his view. A landscaped slope runs from the back of plaintiff's property to the middle of defendants' back yard.

Defendants were not the original owners of their property, but they had lived there since January 2010. A previous owner had removed the landscaping installed by the developer and planted 18 Queen palm trees on the property. A subsequent owner had not maintained the property, and the trees were not cared for; when defendants moved in they began watering the trees, and the trees began to grow rapidly. Three of the palm trees were planted on the top of the slope within 10 feet of the property line. At the time of trial, the trees were approximately 15 feet tall. Six palm trees were growing lower down on the slope. Numerous photographs were admitted to show the location of the palm trees and their effect on plaintiff's view. Carmen Becerra testified that they trimmed the palms regularly, and she felt that this was compliant with the CC&R's.

Fausto Reyes, a registered landscape architect and consultant to the City of Corona, testified that approximately 16 palm trees were either blocking plaintiff's view or would grow to block his view. The average Queen palm typically grows more than 30

or 40 feet high. The trunk will grow to 16 inches in diameter, and the canopy will be 20 to 30 feet wide. He also testified that if you top a palm tree you will probably kill it.

A neighbor, Todd Jasper, testified for the defense that the homes were originally landscaped by spraying a hydro mixture on the slopes and planting some trees. His yard was planted with four pine trees, three purple leaf plum trees, and two other green leafy trees. The pine trees were removed after 10 years, and they were then 30 feet high.

Jasper then testified that the developer, Centex Homes, gave him a disclosure statement when he purchased the property.[2] According to Jasper, it stated: "If you're purchasing a lot which you perceive as having a view, you should be aware that the view as seen from your lot . . . is not guaranteed. Existing views will be altered or impaired by future construction, by seller or by other developers, by growth of vegetation or trees, by fences, or by other factors not presently known."

Another neighbor, Donald Fuller, testified over objection that his downslope neighbor had a pine tree which had grown to be 25 feet above the level of his yard. Commenting on this testimony, the trial court said: "[I]t seems to me that it would be surprising if the developer would plant all these pine trees that would grow to the level that he's describing around that neighborhood if that wasn't contemplated in the CC&R's."

The court then asked: "Why would the developer even plant trees like that if they weren't serious about the description they gave you in their disclosure statement?"

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[2] The disclosure statement evidences a main issue in this case; however, a copy of it is not contained in the record. Our description of its contents are therefore derived from Jasper's testimony and argument concerning the disclosure statement.

Plaintiff's counsel responded: "To sell houses. That's all they care about. And they do that disclosure statement to make it clear that they don't have any liability for what they did."

Plaintiff acknowledged receiving the disclosure statement when he purchased his home from the developer. The trial court then read extensively from Miller & Starr *California Real Estate*, section 24.17 and said: "So what I'm gathering from that is that if there is an arguable ambiguity in the covenant restriction, things like disclosure statements, things like conduct by the developer would be highly relevant."[3]

In closing argument, plaintiff's attorney argued that the disclosure statement could not be used to contradict the unambiguous language of the CC&R's. Accordingly, counsel concluded that the only possible interpretation of the challenged sentence in the CC&R's is that you can have any kind of plants or trees that you want, but you have to trim them to protect the view. He therefore asked the court to find that the CC&R's were an equitable servitude running with the land and that they bound defendants and protected plaintiff.

Defendants argued that the CC&R's were ambiguous because they did not restrict the height of either trees or shrubbery.

In rendering its decision, the trial court first noted that the operative facts were not in dispute, and the question presented was a legal question. It then said: "It seems to me

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[3] The section is lengthy but under the heading, "Use of parol evidence in interpretation of restrictions," it states: "Extrinsic evidence of the intended purpose of the restriction is admissible when the language of the restriction is ambiguous." (8 Miller & Starr, Cal. Real Estate (3rd ed. 2009) § 24.17, p. 67.) Although we find the provision at issue here to be unambiguous, we nevertheless consider the extrinsic evidence below.

that the CC&R's are ambiguous. The same entity that drafted the CC&R's drafted the disclosure statement. The same entity that drafted the disclosure statement planted trees that would grow to obstruct views. The same entity that was so concerned about the views put in wrought iron fences that actually interfered with the view more than the trees that I've seen shown in these photographs. The same entity that could have easily drafted, as other CC&R's have been done, that no trees shall extend above a roof line, that no tree or shrub shall grow to a position to where the view's [*sic*] interfered with—the easiest way would be to make it no higher than the roof lines. They did not do that." The trial court went on to say that the intent of the drafter was "to have trees that are trimmed consistently so that those trimmed trees will minimally impact as much as possible the view."

Since the trial court found the language ambiguous, it found the parol evidence rule to be applicable. It interpreted the language, "'all shrubs or the like shall be trimmed' as not to be an absolute restriction of having any tree that might possibly impact the view." It therefore concluded: "I think what's going on here is [the drafter wants] to make sure that if you have trees, you be considerate, you make sure you trim your trees, you keep them well. *And to the extent possible,* the views are maintained for those people who would be affected by your trees." (Italics added.)

II

STANDARD OF REVIEW

Since the facts here are essentially undisputed, we agree with the trial court that the only issue is an issue of law, i.e., the application of the law to the undisputed facts.

Accordingly, we apply a de novo standard of review. (*Dolan-King v. Rancho Santa Fe Assn.* (2000) 81 Cal.App.4th 965, 974.)

"Where, however, the essential facts are undisputed, 'in reviewing the propriety of the trial court's decision, we are confronted with questions of law. [Citations.] Moreover, to the extent our review of the court's declaratory judgment involves an interpretation of the [CC&R's] provisions, that too is a question of law we address de novo. [Citations.]' [Citation.]" (*Ekstrom v. Marquesa at Monarch Beach Homeowners Assn.* (2008) 168 Cal.App.4th 1111, 1121.)

III

ENFORCEMENT OF EQUITABLE SERVITUDES

The trial court agreed with plaintiff's counsel that the CC&R's are equitable servitudes that run with the land for the benefit of both parties.[4] The development is a common interest development under Civil Code section 1352.[5]

Section 1354, subdivision (a) provides: "The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the

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[4] Historically, the concept of an equitable servitude was created to impose use restrictions on a property (and property owner) that did not meet the technical definition of a covenant running with the land. Due to amendments to Civil Code section 1468 in 1968 and 1969, the concepts are closer together. (*Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal.4th 345, 348-349, 352-356; see generally 8 Miller & Starr, Cal. Real Estate, *supra*, §§ 24:1, 24.8.) Today the binding restrictions established by subdivision CC&R's are usually referred to as enforceable equitable servitudes whether or not a common interest development has a homeowners association. (*Id.* at § 24.8.)

[5] All further statutory references are to the Civil Code unless otherwise indicated.

declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both." (See also § 1468.)

Accordingly, the person challenging the CC&R's bears the burden of showing that the challenged provision is *unreasonable and arbitrary* under the circumstances. (*Dolan-King v. Rancho Santa Fe Assn.*, *supra*, 81 Cal.App.4th at p. 970.)[6]

Plaintiff relies on the seminal case of *Nahrstedt*, *supra*, 8 Cal.4th 361. In that case, after quoting section 1354, our Supreme Court held that "the inclusion of covenants and restrictions in the declaration recorded with the county recorder provides sufficient notice to permit the enforcement of such recorded covenants and restrictions as equitable servitudes." (*Nahrstedt*, at p. 379.) The court then reviewed an amendment to section 1354 that "cloaked use restrictions contained in a condominium development's recorded declaration with a presumption of reasonableness by shifting the burden of proving otherwise to the party challenging the use restriction." (*Nahrstedt*, at p. 380.)

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[6] The trial court cited the first portion of its excerpt from Miller & Starr: "Provisions of an instrument purporting to create a servitude are strictly construed with any doubt being resolved in favor of free use of the land," citing a 1930 case. (8 Miller & Starr, Cal. Real Estate, *supra*, §§ 24:17, pp. 64-65.) Later in the same section, the treatise states: "A more liberal approach applies to the interpretation of subdivision restrictions in common-interest subdivisions. The courts have recognized that use restrictions for a common-interest development are critical to the stable, planned environment of any shared ownership arrangement. Therefore, because of the importance of the restrictions to the efficient and effective operation of a common-interest development, the courts will enforce any restriction that is reasonable in the context of the common interests of the owners of property in the development." (8 Miller & Starr, Cal. Real Estate, *supra*, § 24.17, pp. 68-69.) As we will explain, the trial court erred in failing to apply this standard. (*Nahrstedt v. Lakeside Village Condominium Assn.* (1994) 8 Cal.4th 361, 389 (*Nahrstedt*).)

The court discussed the principles governing enforcement of equitable servitudes and concluded: "[W]hen enforcing equitable servitudes, courts are generally disinclined to question the wisdom of agreed-to restrictions. [Citation.]" (*Nahrstedt, supra,* 8 Cal.4th at p. 381.) It concludes the discussion by holding that "[a]n equitable servitude will be enforced unless it violates public policy; it bears no rational relationship to the protection, preservation, operation or purpose of the affected land; or it otherwise imposes burdens on the affected land that . . . [¶] . . . far outweighs any benefit." (*Id.* at p. 382.)

Our Supreme Court explained: "[R]ecorded CC&R's are the primary means of achieving the stability and predictability so essential to the success of a shared ownership housing development. In general, then, enforcement of a common interest development's recorded CC&R's will both encourage the development of land and ensure that promises are kept . . . . [¶] When courts accord a presumption of validity to all such recorded use restrictions and measure them against deferential standards of equitable servitude law, it discourages lawsuits by owners of individual units seeking personal exemptions from the restrictions. This also promotes stability and predictability in two ways. It provides substantial assurance to prospective condominium purchasers that they may rely with confidence on the promises embodied in the project's recorded CC&R's." (*Nahrstedt, supra,* 8 Cal.4th at pp. 382-383.)

The test adopted by the Supreme Court does not grant trial courts "unbridled license to question the wisdom of the restriction. Rather, courts must enforce the restriction unless the challenger can show that the restriction is unreasonable because it is

arbitrary, violates a fundamental public policy, or imposes burdens on the use of the affected property that substantially outweigh the restriction's benefits." (*Nahrstedt, supra,* 8 Cal.4th at p. 389.)

This is the test that the trial court failed to apply here. Instead, it parsed the sentence of the CC&R's in issue to determine what the drafter should have done or could have done. This is not the correct approach under *Nahrstedt*.

IV

APPLICABILITY OF CONTRACT LAW PRINCIPLES

Plaintiff points out that principles of contract law are also important in the interpretation of CC&R's. (*Frances T. v. Village Green Owners Assn.* (1986) 42 Cal.3d 490, 512; *Franklin v. Marie Antoinette Condominium Owners Assn.* (1993) 19 Cal.App.4th 824, 827.)

Plaintiff argues that the integration rule of Code of Civil Procedure section 1856 prevents parties from introducing parol evidence to vary the terms of the integrated agreement.

Code of Civil Procedure section 1856, subdivision (a) states: "Terms set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement."

Witkin summarizes the integration rule as follows: "Thus, if there has been a legally effective act (i.e., a legally effective instrument was intended and there are no invalidating factors such as mistake, fraud, or lack of consideration; . . .), the

exclusionary aspect of the parol evidence rule comes into operation where the parties have adopted a writing or writings as a final and complete expression of their understanding. [Citations.]" (2 Witkin, Cal. Evid. (5th ed. 2012) Documentary Evidence, § 66, p. 206.)

Plaintiff argues that the plain meaning rule applies here and that it requires the exclusion of parol evidence. Historically, he is correct. As Witkin explains it: "Earlier cases followed the rule that, if no ambiguity or uncertainty is asserted, and the writing has a clear meaning on its face, parol evidence is inadmissible to interpret it. The underlying theory was that unless there is some ambiguity or uncertainty there is no need for the extrinsic evidence; the plain meaning of the words should be accepted and not disturbed by evidence showing that they were used in a different sense. [Citations.]" (2 Witkin, Cal. Evid., *supra*, Documentary Evidence, § 80, p. 219.)

General principles of contract interpretation support the plain meaning rule. For example, section 1644 states: "The words of a contract are to be understood in their ordinary and popular sense, rather than according to their strict legal meaning; unless used by the parties in a technical sense, or unless a special meaning is given to them by usage, in which case the latter must be followed."

Other contract interpretation principles are applicable. Section 1638: "The language of a contract is to govern its interpretation, if the language is clear and explicit, and does not involve an absurdity." Section 1639: "When a contract is reduced to writing, the intention of the parties is to be ascertained from the writing alone, if possible; subject, however, to the other provisions of this Title."

Witkin proceeds to discuss widespread criticism of the plain meaning rule. One way to evade application of the rule is to contend the wording is "ambiguous." "The rule was often ignored in effect by first declaring the language 'ambiguous,' a relatively simple matter in view of the variety of meanings which legal terminology may have. [Citations.]" (2 Witkin, Cal. Evid., *supra*, Documentary Evidence, § 80, p. 219.) "Accordingly, the modern tendency is to hold that evidence is admissible to show the meaning of words used even though no ambiguity is asserted. [Citations.]" (*Ibid.*)

The CC&R's here are clearly an integrated agreement, i.e., they are a writing that was a final and complete expression of the developer's intent. The developer's intention to protect views is clear. First, the section is titled "Maintenance of views." Second, it specifically begins with a statement of purpose: "In order to maintain views where they occur . . . ."

This expressed intention, ascertained from the specific paragraph in issue, should be interpreted in favor of the CC&R's. (§§ 1639, 1643.) After the statement of intention, the paragraph states: "All trees, shrubs or the like shall be trimmed so as not to interfere with the view of the neighbors to the side or rear."

We find nothing ambiguous about these words.[7] The section merely requires the trees and shrubs of the downslope owner be trimmed so as not to interfere with the

[7] One definition of "ambiguous" is "[d]oubtfulness; doubleness of meaning. Duplicity, indistinctness, or uncertainty of meaning of an expression used in a written instrument. Want of clearness or definiteness; difficult to comprehend or distinguish; of doubtful import." (Black's Law Dictionary (6th Ed. 1990) p.79, col. 2.)

upslope owner's view. In this way, the view is "maintained," as intended by the developer. (CC&R's § 3.12; §§ 1638, 1644.)

In effect, the trial court modified the provision by inserting the words "to the extent possible." For example, it found that defendants had to trim the trees. And if they did so "to the extent possible, the views are maintained for those people who would be affected by your trees." The trial court also misinterpreted the intent of the drafter of CC&R's section 3.12 by saying: "I think it is more likely that [the drafter wanted] to have trees that are trimmed consistently so that those trimmed trees will minimally impact as much as possible the view." We find, however, that there is simply no ambiguity and no basis in the record for such a modification of the plain language of CC&R's section 3.12. The intent of the section is clear: "In order to maintain views where they occur[.] All trees . . . shall be trimmed so as not to interfere with the view[.]'"

Thus, we disagree with the trial court that the provision is ambiguous in any way. However, that does not end the matter. As shown above, the general tendency is to allow extrinsic evidence to show the meaning of the words used even if no ambiguity is asserted.

We therefore proceed to consider the extrinsic evidence considered by the trial court.

Defendants submitted evidence of the disclosure given to homeowners when they purchased their home. Since we do not have a copy before us, it is not clear whether it is a sales brochure or the developer's disclaimer. There is no evidence that it was a recorded document that would give constructive notice to buyers.

The disclosure clearly contradicts the recorded CC&R's by stating that the views are not guaranteed and may be impaired by growth of trees.

The disclosure should not have been considered under Code of Civil Procedure section 1856. Subdivision (a) of that section provides: "Terms set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be *contradicted* by evidence of any prior agreement or of a contemporaneous oral agreement." (Italics added.)

Code of Civil Procedure section 1856, subdivision (b) states: "The terms set forth in a writing described in subdivision (a) may be explained or supplemented by evidence of *consistent* additional terms unless the writing is intended also as a complete and exclusive statement of the terms of the agreement." (Italics added.)

Code of Civil Procedure section 1856, subdivision (g) provides: "This section does not exclude other evidence of the circumstances under which the agreement was made or to which it relates, as defined in Section 1860, or to explain an extrinsic ambiguity or otherwise interpret the terms of the agreement, or to establish illegality or fraud."

Witkin collects cases that allows parol evidence to explain the contract language, followed by a section citing cases in which such evidence was not allowed. (2 Witkin, Cal. Evid., *supra*, Documentary Evidence, §§ 83, 84.) The following section states: "Of course, parol evidence to explain the terms of a deed will be excluded if the evidence is not relevant to prove a meaning to which those terms are reasonably susceptible." (*Id.* at § 85, p. 228.) The disclosure here falls into the latter category. It merely contradicts the

CC&R's; it does not explain any alternative meaning for the clear and unambiguous words used in section 3.12 of the CC&R's.

Accordingly, the disclosure should not have been considered by the trial court for any purpose. To state the point differently, the clear terms of the recorded CC&R's trump the contrary language of the disclosure. The disclosure also does not cast any light on the intent of the developer in inserting section 3.12 into the CC&R's. In this case, extrinsic evidence is not needed because the intention is clearly and unambiguously stated in section 3.12 itself. (Civ. Code, § 1639.)

The second piece of extrinsic evidence considered by the trial court is that the developer planted pine trees on defendants' property as part of the initial landscaping of the development. The trial court used this fact to find that the intent of the developer was different from the intent expressed in section 3.12 of the CC&R's. As the trial court stated: "I just can't think that by the language of 3.12 that it was the intent of the drafter that, first of all, either no trees be allowed or only trees that—quote, unquote—'can be topped' be allowed. I think it is more likely that they want to have trees that are trimmed consistently so that those trimmed trees will minimally impact as much as possible the view."

This is pure speculation. First, as discussed above, the intent of the drafter, to maintain existing views, is clearly stated in section 3.12, and that statement governs. (§ 1639.)

Second, we agree with the comment of plaintiff's counsel that the developer's interest was to sell houses, and the disclosure statement was merely an apparent attempt

by the developer to disclaim liability when the pine trees the developer planted grew to block views. Of course, there is no evidence that this is the case and counsel's argument is just as speculative as the trial court's statements.

Third, there was expert testimony that defendants' 16 palm trees "are blocking the view and will continue to block the views as they grow out more." As discussed below, the fact that palm trees normally cannot be trimmed and have to be removed in order to preserve a preexisting view provides no basis to interpret the term "all trees" in CC&R's section 3.12 to exclude palm trees.

In any event, we find the fact that the developer planted pine trees is not sufficient extrinsic evidence to explain or contradict the clear intent of CC&R section 3.12 to maintain views by requiring the downslope owner to trim the trees on his property as needed "so as not to interfere with the view of" the upslope owner.

The fact that the developer installed a wrought iron fence across plaintiff's back property line is even less persuasive extrinsic evidence of the developer's intent. Although it is obvious that the fence interfered with the view to some extent, construction of the fence does not show an intent to allow trees to grow unchecked, thus completely blocking the view. On the contrary, CC&R's section 3.12 clearly states an intent to maintain existing views, even if the existing views included the view of a fence.[8]

Accordingly, we find that the trial court should not have considered the extrinsic evidence that contradicted the CC&R's. But, even if the extrinsic evidence was properly

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[8] We imagine the developer would receive many complaints if it did not install any fences between the properties.

considered, it does not assist the defendants in meeting their burden of showing that the challenged provision is unreasonable. Application of the parol evidence rule to challenge the integrated agreement of the CC&R's was improper under the circumstances here.

Finally, plaintiff cites a factually similar case, which we find persuasive. In *Ekstrom v. Marquesa at Monarch Beach Homeowners Association*, *supra*, 168 Cal.App.4th 1111 (*Ekstrom*), a homeowner in a beachfront development and several neighbors sued their association, alleging that many palm trees in the development had grown to heights exceeding the height of the rooftops, in violation of a provision of the CC&R's requiring all trees on a lot be trimmed so as not to be higher than the roof. (*Id.* at pp. 1113-1114.) The association had excluded palm trees from compliance with this provision because trimming was not possible and the trees would have to be removed. (*Ibid.*)

The trial court found in favor of the homeowners and the appellate court affirmed. (*Ekstrom*, *supra*, 168 Cal.App.4th at p. 1114.) The trial court found no ambiguity in the provision of the CC&R's governing trees. It therefore required the association to enforce the CC&R's as to all trees, including palm trees. (*Id*. at p. 1120.) "In the context of the CC&R's, the plain meaning of the term '"trimmed" means removed, as by cutting, or cut down to a required size.'" (*Id.* at p. 1119.)

The appellate court said: "Even if the Board was acting in good faith and in the best interests of the community as a whole, its policy of excepting all palm trees from the application of section 7.18 was not in accord with the CC&R's, which require *all* trees be trimmed so as to not obscure views. The Board's interpretation of the CC&R's was

inconsistent with the plain meaning of the document and thus not entitled to judicial deference. [Citation.]" (*Ekstrom, supra*, 168 Cal.App.4th at p. 1123.)

The *Ekstrom* decision is based on facts similar to the present case, except that a homeowners association is not involved here. But that difference is insignificant. In the absence of an association a homeowner can sue another homeowner to enforce the CC&R's. Neither an association nor another homeowner can ignore the unambiguous language of the CC&R's.

Accordingly, like the *Ekstrom* court, we find that the homeowner is entitled to maintenance of the view from his property, and palm trees are not exempt from the plain language of the CC&R's, which applies to all trees.

V

DISPOSITION

The judgment is reversed, and the case is remanded with directions to enter judgment for plaintiff on his complaint (except his request for punitive damages) and to consider any requests for attorney's fees and costs pursuant to section 1354, subdivision (c). Appellant is awarded costs on appeal.

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RICHLI
J.

We concur:

RAMIREZ
P. J.

CODRINGTON
J.